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Attorney for Plaintiff:

RABI YOUSSEFI

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

RABI YOUSSEFI

Plaintiff,

vs.

LEGAL RECOVERY LAW OFFICES,
INC.; PORTFOLIO RECOVERY
ASSOCIATES, LLC; and DOES 1
through 25

Defendants.

Case No. '14CV3032 W MDD

COMPLAINT FOR DAMAGES

Plaintiff RABI YOUSSEFI alleges as follows:

I.
INTRODUCTION

1. Plaintiff RABI YOUSSEFI (hereinafter referred to as "Plaintiff"), brings this lawsuit against LEGAL RECOVERY LAW OFFICES, INC. ("LRL"), PORTFOLIO RECOVERY ASSOCIATES, LLC ("PRA") and DOES 1 through 25

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(sometimes collectively referred to as “Defendants”), for violations of the Federal Fair Debt Collection Practices Act (“FDCPA”), Rosenthal Fair Debt Collections Practice Act (“RFDCPA”), and the California Consumer Credit Reporting Agencies Act (“CCRAA”). Accordingly, Plaintiff brings this action and seeks civil penalties, statutory damages, attorneys’ fees and costs, and other relief the Court deems appropriate.

II. **PARTIES**

2. Plaintiff is, and at all times mentioned herein was, an individual, residing in the County of San Diego, State of California.

3. Plaintiff is a consumer as defined by 15 U.S.C. section 1692a(3) and a debtor as that term is defined by California Civil Code section 1788.2(h).

4. Plaintiff is informed and believes, and thereupon alleges, that LRL is, and at all times mentioned herein was a, limited liability company, who was conducting and engaging in business in the County of San Diego, California.

5. Plaintiff is informed and believes, and thereupon alleges, that LRL is a debt collector who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due.

6. Plaintiff is informed and believes that PRA is and at all times mentioned herein was, a limited liability company, who was conducting and engaging in business in the County of San Diego, California.

1 7. Plaintiff is informed and believes, and thereupon alleges, that PRA is a debt
2 collector who regularly collects or attempts to collect, directly or indirectly, debts
3 owed or due or asserted to be owed or due.
4

5 8. All Defendants are persons who use an instrumentality of interstate
6 commerce or the mails in a business the principal purpose of which is the collection
7 of debts, or who regularly collect or attempt to collect, directly or indirectly, debts
8 owed or due or asserted to be owed or due another and are therefore debt collectors as
9 that phrase is defined by 15 U.S.C. section 1692a(6).
10

11 9. All Defendants attempted to collect a consumer debt as defined under the
12 FDCPA and RFDCPA.
13

14 10. Plaintiff is ignorant of the true names and capacities of those Defendants
15 sued herein as DOES 1 through 25, and therefore sues those Defendants by such
16 fictitious names. Plaintiff will amend this complaint to allege their true names and
17 capacities when such names and responsibilities are ascertained. Plaintiff is informed
18 and believes and on that basis alleges that each of the fictitiously named Defendants is
19 responsible in some manner for the occurrences alleged in this complaint, and that
20 Plaintiff's claims alleged in this complaint were proximately caused by such
21 Defendants.
22
23
24

25 11. Plaintiff is informed and believes and thereupon alleges that at all times
26 herein mentioned each of the Defendant was the agent, servant, employee, or partner
27 of each of the remaining defendants and, in committing the acts and omissions
28

1 hereinafter alleged, was acting within the course and scope of such agency,
 2 employment, partnership, or other business relationship, and were each responsible
 3 for the acts and omissions alleged in this complaint.
 4

5 **III.** 6 **JURISDICTION AND VENUE**

7 12. This Court has jurisdiction under 15 U.S.C. section 1692k(d), 28 U.S.C.
 8 section 1331, and 28 U.S.C. section 1367 for supplemental state claims.

9 13. This action arises out of Defendants' violations of the FDCPA, RFDCPA,
 10 and CCRAA. Because Defendants do business within the State of California, county
 11 of San Diego, personal jurisdiction is established.
 12

13 14. Venue is proper pursuant to 28 U.S.C. section 1391.
 14

15 **IV.** 16 **RELEVANT FACTS**

17 15. On or about May 14, 2013, Defendants mailed out their first collection
 18 letter, demanding \$1,125.24. The debt was allegedly owed to HSBC Bank Nevada,
 19 N.A. Plaintiff currently takes no position as to the validity of this alleged debt.
 20

21 16. On or about June 11, 2013, Plaintiff sent a letter to Defendants disputing
 22 the alleged debt and asking for a verification of the debt.
 23

24 17. On or about June 18, 2013, Defendants acknowledged receiving Plaintiff's
 25 June 11, 2013 letter and indicated that the amount due is correct. Defendants' letter
 26 did not include any other information such as a statement or breakdown of charges.
 27
 28

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1 18. On or about November 30, 2013, Defendants sent out another collection
2 letter, demanding \$1,306.24.

3 19. On or about December 5, 2013, Plaintiff's counsel sent out a letter to
4 Defendants disputing the alleged debt and asking for a verification of the alleged debt.
5

6 20. On or about January 6, 2014, Plaintiff obtain his credit report from
7 Transunion and Experian. The Transunion credit report indicated that Defendants
8 reported the debt to Transunion on December 6, 2013, but failed to report that the
9 debt was disputed. The Experian credit report indicated that Defendants reported the
10 debt to Experian in January 2014, but also failed to report that the debt was disputed.
11 Despite the fact that Plaintiff had disputed the debt twice (June 11, 2013 and
12 December 5, 2013), Defendants failed to report that the debt was disputed.
13
14

15
16 **V.**
17 **FIRST CAUSE OF ACTION**
18 **(Violation of the FDCPA Against All Defendants)**

19 21. Plaintiff re-alleges paragraphs 1 through 20, above, as if fully set forth
20 herein.

21 22. Defendants violated the FDCPA by violating 15 U.S.C. sections 1692e(8)
22 and 1692e(10).

23 23. Pursuant to 15 U.S.C. section 1692e(8), a debt collector cannot
24 communicate or threatened to communicate to any person credit information which is
25 known or which should be known to be false, including the failure to communicate
26 that a disputed debt is disputed.
27
28

30. As a result of each and every violation of the RFDCPA, Plaintiff is entitled to actual damages pursuant to California Civil Code section 1788.30(a); statutory damages under 1692k(a)(2)(A) which is incorporated by California Civil Code section 1788.17; statutory damages for a knowing or willful violation in the amount of up to \$1,000.00 pursuant to California Civil Code section 1788.30(b); and reasonable attorney's fees and costs pursuant to California Civil Code section 1788.30(c).

VII.
THIRD CAUSE OF ACTION
(Violations of the CCRAA against all Defendants)

31. Plaintiff re-alleges paragraphs 1 through 30, above, as if fully set forth herein.

32. California Civil Code section 1785.25(a) states:

A person shall not furnish information on a specific transaction or experience to any consumer credit reporting agency if the person knows or should know the information is incomplete or inaccurate.

33. Defendants violated the CCRAA by violating California Civil Code section 1785.25(a) because they furnished and continue to furnish to a consumer credit reporting agency that Plaintiff owed a debt to them, despite the fact that the alleged debt and/or claim was disputed. Defendants were informed by Plaintiff and again by Plaintiff's counsel in writing that Plaintiff disputed the debt. Defendants knew or should have known that the information they provided to the consumer credit reporting agency was incomplete or inaccurate.

34. As a result of each and every violation of the CCRAA, Plaintiff is entitled to actual damages, reasonable attorney's fees and costs pursuant to California Civil Code section 1785.33(a)(1); and statutory damages for a knowing or willful violation in the amount of up to \$5,000.00 pursuant to California Civil Code section 1788.31(a)(2)(B).

1. For actual damages;
2. For statutory damages;
3. For interest according to law;
4. For attorneys' fees;
5. For costs of suit herein incurred; and
6. For other and further relief as the court may deem proper.

DATED: December 30, 2014